BRUHAT BANGALORE MAHANAGARA PALIKE

TO,

REQUEST FOR PROPOSALS

"Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Rajarajeshwari School (Kalpana Road) Building in ward No.17 J.P.Park

OFFICE OF THE EXECUTIVE ENGINEER,
PROJECT DIVISION
RAJARAJESHWARINAGAR ZONE
BANGALORE – 560 098

For ACS Design Consulting Pvt. Ltd.

Director

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Palike
Rajarajeshwari Nagar Zone

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Bruhat Bangalore Mahanagara Palike
Rajarajeshwari Nagar Zone

For ACS Design Consulting Pvt. Ltd.

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Office of the Executive Engineer, Project Division, R.R. Nagara Zone, BBMP Office Building, 2nd floor, Neharu Road, BEML Layout, Bangalore.-560098.

No. BBMP/EE/Proj/TEN/04/2021-22 Date:19.06.2021

SHORT TERM TENDER NOTIFICATION

(Through **GOK e–Procurement Portal**)

TWO COVER SYSTEM

1. The Executive Engineer, Project Division, R.R.Nagara Zone B.B.M.P, Bangalore invites tenders from eligible reputed consulting firms for Preparation of Detailed Project Report consultancy (DPR) work detailed in the table below.
2. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderer's to qualify for award of the contract
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://eproc.karnataka.gov.in/eportal/index.seam under login of Contractors.
4. Tenders must be accompanied by earnest money deposit which will pay online through e-Procurement portal.
5. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. First Cover Tenders will be opened at prescribed time and date in the e procurement portal, in the presence of the Tenderers who wish to attend at the Office of The **Executive engineer, Project Division, R.R. Nagara Zone, BBMP Office Building, 2nd floor, Neharu Road, BEML Lay out, Bangalore.-560098**
6. Other details can be seen in the tender documents.

Sl. No	Name of the Work	Project Cost (in Lakhs)
1	**Construction of Rajarajeshwari School (Kalpana Road) Building in ward No.17 J.P.Park.**	**990.00**

Calendar of events:

- Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **21.06.2021.**
- Last Date for receipt of Tenders is on **28.06.2021** up to 16.00 hours.
- Date of Opening of the technical bid is on **29.06.2021** by 16.00 hours or next working day.

Eligibility criteria:

1. No Joint Ventures / Consortiums are permissible.
2. The consulting firm shall have experience of similar nature of work in last Five years i.e. between 2016-17 and 2020-21 of project cost not less than 80 % of Amount put to

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tender. In support of this, the Tenderer shall furnish a Work Completion Certificate duly certified by the Competent Authority not less than the rank of Executive Engineer along with Technical Bid.**(BBMP Work Done Only If " No" Reject the Tender).**

3. Achieved in at least two financial years out of last Five years i.e. between 2016-17 to 2018-19 a minimum turnover of not less than 3% of Project Cost. In support of this, the Tenderer shall furnish a Certificate duly attested by a Chartered Accountant along with Technical Bid.
4. The Bidder should furnish the list of manpower, equipments and machineries possessed by him as per the tender documents.
5. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.(also all scanned copies should be visible and should have clarity)
6. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
7. Corrigendum / modifications / corrections, if any, will be published in the website only.
8. The successful Tenderer shall enter into the Agreement with the BBMP within 7 days of receipt of intimation. The Tender Document will form the part and parcel of the Agreement.
9. The Bruhat Bangalore Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.
10. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
11. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
12. Conditional tenders will not be accepted
13. All the participants should produce all the original documents for verification whenever necessary.
14. Further Details of the Work can be obtained from the Executive engineer, Project Division, R.R. Nagara Zone, BBMP Office Building, 2nd floor, Neharu Road, BEML Lay out, Bangalore.-560098 Off: 080-28606202.

Executive Engineer
Project Division, R.R. Nagara Zone,
Bruhat Bangalore Mahanagara Palike.

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SECTION: 1– LETTER OF INVITATION (LOI)

No. BBMP/EE/Proj/TEN/04/2021-22

Office of the Executive Engineer
RRNagara, Project Division,
Bangalore.-560098
Date: 19.06.2021

To,

Dear Sir:

Sub: "Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of **Construction of Rajarajeshwari School (Kalpana Road) Building in ward No.17 J.P.Park.**

1. You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a contract between your firm and **Office of the Executive Engineer, Project Division, R.R.Nagar zone, Bangalore-62**.
2. The purpose of the assignment is to1: **Refer T.O.R @ Annexure-1**
3. The following documents are enclosed to enable you to submit your proposal:
   (a) Terms of Reference (TOR) – Annexure 1
   (b) Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals –Annexure 2
   (c) Form of Contract for Consultant's Services under which the Services will be performed -Annexure 3
4. In order to obtain first hand information on the assignment and local conditions, it is considered desirable that a representative of your firm visit the Client before the proposal is submitted. Your representative shall meet the following officials:

Executive Engineer, Project Division, R.R.Nagar zone, Bangalore-560098.

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangement.

5. **Submission of Proposals:**

The proposals shall be submitted in two parts viz., **"Technical"** and **"Financial"** and should generally follow the Forms given in the "Supplementary Information to Consultants"

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Rajarajeshwari Nagar Zor

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5.1 The **"Technical"** and **"Financial"** proposals must be submitted in website only.(e-tendering portal)

You will provide detailed breakdown of costs and fees as follows:

- Remuneration of Staff
- Reimbursable such as per diem, transportation etc.; and
- Report, Reproduction etc.

The **"Technical"** & **"Financial"** proposal must be submitted on before **16.00** hours on **29.06.2021** through website itself.

5.2 Opening of Proposal

The Technical Proposal will be opened in office of **Executive Engineer, , Project Division ,R.R.Nagar zone, BBMP, Banaglore-98 at 16.00 hours on 29.06.2021** in presence of such consultants or their authorized representative who may choose to be present.

6. Evaluation of Proposals

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria:

(i) The consultant's relevant experience for the assignment (10 points);
(ii) The quality of the methodology proposed (35 points); and
(iii) The qualifications and experience of the key staff proposed for the assignment (55 points)

Curriculum Vitae of key personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curricula vitae). These personnel will be rated in accordance with:

(i) General qualifications (30 points);
(ii) Adequacy for the assignment (suitability to perform the duties of the assignment). These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.(60 points);
(iii) Their language and experience in the region (5 points)
(iv) Involvement in skills transfer program and training ability (5 points)

7. **Deciding the Award of Contract**

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

(i) Technical proposals scoring not less than **80%** of the total points will only be considered for further evaluation;

(ii) The Client shall notify those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and

For ACS Design Consulting Pvt. Ltd.

director

Executive Engineer (Project)
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Rajarajeshwari Nagar Zone

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time set for opening of the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail;

(iii) The Financial Proposals shall be opened in above office in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

(iv) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals. If not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude the Consultant's Service Tax.

(v) The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations

(vi) During negotiations the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.

(vii) Negotiations will commence with a discussion of the Consultant's Technical Proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TORs. Agreement will then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimization of the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.

(viii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)

(ix) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

(x) The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiation

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For ACS Design Consulting Pvt. Ltd.

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(xi) If the negotiations with the Consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the winning Consultant, the Consultant quoting second lowest cost will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

8. Please note that the Client is not bound to select any of the firms submitting proposals. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the firm offering the lowest price.

9 It is estimated that about 02 months of services will be required for this assignment and generally you should base your financial proposals on this figure. However, you should feel free to submit an alternative proposal on the basis of man-months considered necessary by you to undertake the assignment.

10 You are requested to hold your proposal valid for 90 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.

11 Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.

12 Assuming that the contract can be satisfactorily concluded referred in Form-

13 We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forma a part.

14 Please note that if your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However joint ventures between firms on the shortlist are not permitted except with the prior approval of Client. The request for a joint venture should be accompanied with full details of the proposed association.

15 Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities (account Superintendent) for further information in this regard, if required.

16. We would appreciate if you inform us by Tele fax /E-mail/ Facsimile
(a) Your acknowledgement of the receipt of this letter of invitation, and
(b) Whether or not you will be submitting a proposal

Yours faithfully,

Executive Engineer (Project)
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Rajarajeshwari Nagar Zone

For ACS Design Consulting Pvt. Ltd.

Director

director

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Annexure 1
TERMS OF REFERENCE (TOR)

1. Background :

The Bruhat Bangalore Mahanagara Palike is desires of **"Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Rajarajeshwari School (Kalpana Road) Building in ward No.17 J.P.Park"** for which detailed project report (DPR) has been Prepared.

2. It is proposed to engage consultant for **"Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Rajarajeshwari School (Kalpana Road) Building in ward No.17 J.P.Park"**

Referred in Form-6

Work which mainly shall include following broad component

i. Total Station survey of Construction Area which shall include block levels with grid of 5MX5M size Longitudinal and cross section of the main construction area. With Pre-level & post levels and measurements.(if necessary)
ii. Required soil Investigation for design.
iii. Structural Analysis & Design, as per the Site condition & Soil report.
iv. Detailed drawings in A3 Sheets, Designs, Estimate as per current schedule of rates.
v. Technical Support service during implementation. till completion of the project.
vi. Delineating the drawing on the field by giving mark out,

3. The Duration for preparation of detailed Design & Drawings for the above Project in 30 days. The drawings should be submitted to client for approval from competent authority.

4. Primary data shall be generated by the consultant. The client will support consultant for collecting secondary data from other department and any data available in BBMP.

5. The consultant shall submit Two sets of drawings including soft copies in CD(2Nos).

6. A team comprising of (i) Chief Engineer,(ii) Executive Engineer and Asst Executive Engineer will review the work of consultant

7. Following experts whose CVs and experience will be evaluated.

(i) Team leader with civil/Structural engineering background. 1 No
(ii) Civil Engineer 1 no for Technical Support service during implementation.
(iii) Draftsman for Detailing of drawing. 1 No and also treated.
(iv) Quantity Surveyor 2 No

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Annexure 2

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS

Proposals:

1. Proposals should include the following information:

(a) Technical Proposals:

(i) Technical Proposal Submission in Form F-1

(ii) A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last three years in the format given in Form F-2;

(iii) Any comments or suggestions of the Consultant on the TOR

(iv) A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment;

(v) The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4;

(vi) Curriculum Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curriculum Vitae should be in Form F-5 and signed by the concerned personnel.

(vii) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.

(b) Financial Proposals: The financial proposals should include the following:

(i) Financial Proposal submission in Form – 6

(ii) Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 7

2. Copies of the Proposals should be submitted to the Client.

3. The Consultants should note that the Contract for this Assignment will be with the Client **Executive Engineer, Project Division, R.R.Nagar zone, Bangalore. 560098.**

Payments to the Consultants shall be made in accordance with the agreed estimated schedule assuring the Consultants of regular payments along as progress on the Assignment proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

4. Review of reports:

A review committee (to be restricted to three members) will review all reports of Consultants (Inception, Monthly, Quarterly and other reports) and suggest any modifications/changes considered necessary within 15 days of receipt.

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FORM F – 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:

(Name of Consultant)

To:

(Name of Client)

Sir:

""Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Rajarajeshwari School (Kalpana Road) Building in ward No.17 J.P.Park"

We herewith enclose Technical Proposals for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature

Name

Address

.....

(Authorized representative)

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FORM F – 2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief description of the Firm/Organization

2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of project	Client	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

1. The probable estimate cost of this work is Rs.990.00 Lakhs
2. The consultant should have been executed similar nature of single work during the last 3 years not less than 80% of the probable estimate Cost.(BBMP Work Done Only If " No" Reject the Tender).
3. Should have required instruments such as Total stations & etc....,
4. Completion certificate should have been obtained from the authority not less than the rank of Executive Engineer.

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FORM F – 3

WORK PLAN TIME SCHEDULE

A. Field Study:

Sl. No.	Item	Month-wise Program 1st	2nd	3rd	4th

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. Completion and submission of Designs & Drawings

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

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Rajarajeshwari Nagar Zone

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FORM F – 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment

2. Support Staff

Sl.No.	Name	Position	Task assignment

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FORM F - 5
SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

1. **Name:**
2. **Profession/ Present Designation:**
3. **Years with Firm/Organization: Nationality:**
4. **Area of Specialization:**
5. **Proposed Position on Team:**
6. **Key Qualifications:**
   (Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)
7. **Education:**
   (Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)
8. **Experience:**
   (Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)
9. **Languages:**
   (Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:.....
Place.....

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FORM F – 6
FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:
.....
.....

(Name of Consultant)

To:
.....
.....

(Name of Client)

Sir:

""Providing Consultancy Services for Preparation Detailed Project Report including Design, Drawing and Estimate with BOQ for the Work of Construction of Balance Portion of Govt Degree college at Peenya Ward no.38 Phase-1 & Phase-2. (2 works)'
"

Reference:. Your letter dated .....

We herewith enclose Financial Proposals for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,
Signature:

Name:

Address.....
.....

(Authorized representative)

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Rajarajeshwari Nagar Zone

For ACS Design Consulting Pvt. Ltd.

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Annexure 3

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Attachment B, "Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. <u>Ceiling:</u>

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of [insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. <u>Remuneration</u>

The Client shall pay the Consultant for Services rendered at the rate(s) per man- month spent (or per day spent, subject to a maximum of 30 days per month) in accordance with the rates agreed and specified in Attachment C,"Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. <u>Reimbursable</u>

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The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

(i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of A/c three tier/first class travel by rail and Economy fare by Air (shortest route)and will need to be authorized by the Client's coordinator;

(ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions:
Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:
The Client designates Mr./Ms. ..... As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets:
During the course of their work under this Contract, including field work the Consultants' employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the coordinator.

C. Records and Accounts:
The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:
The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:
The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

For ACS Design Consulting Pvt. Ltd.

Director

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7. **Ownership of Material:**
Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**
The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**
The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**
The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. **Law governing the Contract**:
The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**
The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**
The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Service tax payable for providing this Consultancy Services shall be paid/ reimbursed by the Client separately.

For the Client
Signed by:
Name and designation

Date:
Place

for the Consultants
Signed by:
Name and designation

Date:
Place:

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Pal
Rajarajeshwari Nagar Zone

For ACS Design Consulting Pvt. Ltd.

Director

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List of Attachments to the Contract:

Attachment A: Description of Services

Attachment B: Consultant's reporting Obligations

Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.

sd/-
Executive Engineer
Project Division R.R.Nagara
BBMP, Bangalore-98

Executive Engineer (Project)
Bruhat Bangalore Mahanagar Pa
Rajarajeshwari Nagar Zone

For ACS Design Consulting Pvt. Ltd.

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